

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 16		
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE August 1, 2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) Panama	
6. ISSUED BY ATTN: Alicia Williams/DESC-FPC Defense Energy Support Center 8725 John J. Kingman Road, Suite 2945 Ft. Belvoir, VA 22060-6222 Phone: (703) 767-9340 Fax: (703) 767-8506 awilliams@desc.dla.mil		CODE SCO600		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				(✓) X		9A. AMENDMENT OF SOLICITATION NO. SPO600-02-R-0069	
						9B. DATED (SEE ITEM 11) 7 June 2002	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
BIDDER CODE:		CAGE CODE:					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return <u> 1 </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE ATTACHED PAGES.							
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

A. This amendment is hereby issued to incorporate the following changes:

1. The closing date of this solicitation has been extended to August 22, 2002.
2. All fees and charges incidental to vessel fuel transfers must be included in the offeror cost proposal.
NOTE: All additional fees must also be identified.

3. JP5 deliveries by barge have been added to this solicitation as follows:

Estimated quantities	8,000 gallons minimum
	40,000 gallons per year

4. All references to tank truck delivery for MGO has been deleted from this solicitation.
5. DD1707, Page 2, Para. K should read as follows: The Base Reference Date for this solicitation is June 10, 2002.
6. **PART II – BUNKERS.** Clause B1.04-1, Para. (i)(1) and (2) on page 11 of this amendment.
7. **PART II – BUNKERS.** Clause B19.19-1, Para. (f) on page 15 of this amendment.

B. All other terms and conditions remain the same.

**STATEMENT OF REQUIREMENT
FOR CONTRACT SERVICES IN THE AREA OF
THE PACIFIC OCEAN SIDE OF PANAMA**

B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)

The services to be furnished during the period specified herein and the unit prices are as follows:

Defense Fuel Support Point services are required in the vicinity of the western entrance of the Panama Canal for the period beginning August 1, 2002. Request a one-year contract with four one-year options to renew or a five-year multi-year contract.

The purpose of this requirement is to obtain the necessary facilities and services capable of receiving, storing, and shipping one grade of U.S. Government-owned petroleum product (Turbine Fuel Aviation Grade JP5) and to provide bunker product f.o.b. destination as ships' bunkers into various types and sizes of U.S. military and federal civilian vessels for immediate consumption by the vessel..

1. PART I - JP-5 STORAGE REQUIREMENT:

- a. **AREA OF CONSIDERATION:** The Pacific Ocean side of Panama.
- b. **TANKAGE REQUIRED:** Approximately 27,000 barrels capacity is required, with a minimum of two tanks required interconnected and isolated from other facilities and products handled within the tank farm per contract clauses 11.01-4 and L116.01.
- c. **GRADE OF PRODUCT:** The facility will be utilized to store and handle Aviation Turbine Fuel, Grade JP5 (Sampling and testing requirements are enclosed).
- d. **ESTIMATED THROUGHPUT:** Estimated throughput for this system is approximately 10,000 bbls per calendar year, excluding initial fill. Throughput is computed as follows: receipts plus issues divided by two.
- e. **RECEIVING CAPABILITY:** Receipt capability via ocean-going tankers and barges is required on a 24 hours per day, 7 days per week schedule at receiving rates compatible with the mode of transportation tendered, normally 1,272 m3 (8,000 bbls) per hour for tankers and 318 m3 (2,000 bbls) per hour barges. Lesser receiving rates will be considered but will be factored in cost assessments when evaluating offers. US vessels shall have priority berthing rights for receipt of fuel at the dock and other required services.
- f. **SHIPPING CAPABILITIES:**

(1) **VESSELS:** The Contractor shall have the capability to provide pier-side, dedicated pipeline-service, JP-5 delivery to all U.S. Navy, U.S. Coast Guard, and other DoD sponsored vessels on a 24-hour per-day, 7-day per week basis. During pier-side operations, the Contractor shall have the capability to deliver MGO to the receiving ship at the rate of 60,000 gallons/hour. Contractor shall maintain/control the loading rate in a manner commensurate with the receipt capability of the vessel. The Contractor shall continuously monitor all pier-side fueling operations for safety and environmental compliance. The Contractor shall be responsible for obtaining start, mid-batch, and end-batch line samples of the product being loaded. Samples shall be obtained and tested and/or inspected in accordance with Attachment 1, "Minimum Testing Requirements, MIL-DTL-5624 (Latest Revision), Grade JP-5". The Contractor shall also provide a copy of the latest laboratory analysis of fuel maintained in the storage tank to each receiving vessel. The Contractor shall ensure that appropriate shipping documents are properly prepared and distributed (F1.05 Clause).

(2) **TRUCK LOADING:** The Contractor shall have the capability to safely load and dispatch tank trucks on a 24-hour per day, 7-day per week basis. The estimated number of tank truck shipments for each 12-month contract period is 60. The Contractor will be reimbursed for the direct out of pocket cost associated with the tank truck shipments. The Contractor's invoices shall be supported with copies of the tank truck companies invoice, the appropriate shipping document(s) and the commercial bill of lading. The Contractor shall also be responsible for the following actions:

(a) Inspecting tank trucks to ensure suitability to load US Government-owned product, pilferage prevention assessments of tank trucks (F1.05 Clause).

(b) Obtaining samples after completion of truck loading. Samples shall be obtained and tested/inspected in accordance with Attachment 1, "Minimum Testing Requirements, MIL-DTL-5624 (Latest Revision), Grade JP-5". The Contractor shall provide a copy of the laboratory analysis of samples taken upon completion of loading of each tank truck.

(c) Arranging and providing tank truck services for the delivery of JP5 to U.S. Navy ships and U.S. Coast Guard vessels calling Cristobal, Balboa de Sur, Vacamonte and Golfito, CS. Average deliveries quantities are in the 15 – 18,000 gallon range. The Contractor shall be responsible for initiating an agreement with a qualified trucking company capable of providing clean tank trucks at the Contractors facility with 24 hours notice. The Contractor shall inspect each tank truck to ensure the truck is clean. The tank trucks must have a minimum capacity of 5,000 gallons. Product delivery shall be accomplished in compliance with the Transportation and Environmental rules and regulations of Panama.

(d) Affixing serially numbered seals to all tank truck dome lids, hatches, and other access points to the tank compartments after each truck has been loaded and providing the required shipping documents and the Commercial bill of lading. The Contractor shall ensure that appropriate shipping documents are properly prepared and distributed (F1.05 Clause).

g. **CLAUSE B34.01. ANCILLARY FACILITIES:**

(1) **FILTRATION:** Contractor-furnished filter/separator system shall be utilized when loading tank trucks for delivery to US vessels and when transferring fuel from the truck to the ship at the pier. The filter/separator system must meet the specifications outlined in the current revision of the American Petroleum Institute (API) Bulletin 1581 (Specifications and Qualifications Procedures for Aviation Jet Fuel Filter/Separator), Group II, Class B.

(2) **DOCK AND BERTHING:** Dock and berthing facilities capable of receiving and berthing fully loaded tankers not to exceed 35,000 dead weight (DWT) with a draft of 36.5 feet at mean low water.

(3) **SAMPLING AND TESTING:** Product sampling and testing shall be accomplished per Attachment 1 (Testing Requirements, MIL-DTL-5624, Grade JP5) and Clause E28. The Contractor shall indicate how the testing will be accomplished at Clause C19.07.

(4) **INVENTORY:** The Contractor shall input inventory data of Government-owned product directly into the Government's Fuel Automated System (FAS) utilizing the Government-furnished computer software. DESC will install the necessary software and provide training to a minimum of two contractor personnel. Reference Clause I119.04 for additional information regarding the Government's inventory data requirement. The Contractor shall provide a computer system that is capable of loading and providing inventory information into the FAS with the following minimum specifications:

- 733 Hz processor
- 128 MB RAM
- 10 GB HDD
- V710 Monitor
- 56K Modem
- Windows 2000 Operating System

(5) In the absence of any contract provisions or reference to a method, specification, or instruction, the Contractor shall perform all services hereunder in accordance with the best commercial practices.

h. All standard clauses that apply to COCO contracts are applicable to this requirement.

LINE ITEM 1001 (MUCC): ONE YEAR PERFORMANCE PERIOD

<u>TANK NUMBER/ TANK TYPE/PRODUCT TO BE STORED</u>	<u>SHELL CAPACITY (BARRELS)</u>	<u>FILL CAPACITY (BARRELS)</u>	<u>USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS) (INCLUDES INITIAL FILL & FINAL SHIPMENT))</u>
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LINE ITEM 1002 (MUCC): 1st OPTION TO RENEW (2nd ONE-YEAR PERFORMANCE PERIOD)

<u>TANK NUMBER/ TANK TYPE/PRODUCT TO BE STORED</u>	<u>SHELL CAPACITY (BARRELS)</u>	<u>FILL CAPACITY (BARRELS)</u>	<u>USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS) (INCLUDES INITIAL FILL & FINAL SHIPMENT))</u>
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LINE ITEM 1003 (MUCC): 2nd OPTION TO RENEW (3rd ONE-YEAR PERFORMANCE PERIOD)

<u>TANK NUMBER/ TANK TYPE/PRODUCT TO BE STORED</u>	<u>SHELL CAPACITY (BARRELS)</u>	<u>FILL CAPACITY (BARRELS)</u>	<u>USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS) (INCLUDES INITIAL FILL & FINAL SHIPMENT))</u>
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LINE ITEM 1004 (MUCC): 3rd OPTION TO RENEW (4th ONE-YEAR PERFORMANCE PERIOD)

<u>TANK NUMBER/ TANK TYPE/PRODUCT TO BE STORED</u>	<u>SHELL CAPACITY (BARRELS)</u>	<u>FILL CAPACITY (BARRELS)</u>	<u>USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS) (INCLUDES INITIAL FILL & FINAL SHIPMENT))</u>
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LINE ITEM 1005 (MUCC): 4th OPTION TO RENEW (5th ONE-YEAR PERFORMANCE PERIOD)

<u>TANK NUMBER/ TANK TYPE/PRODUCT TO BE STORED</u>	<u>SHELL CAPACITY (BARRELS)</u>	<u>FILL CAPACITY (BARRELS)</u>	<u>USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS) (INCLUDES INITIAL FILL & FINAL SHIPMENT))</u>
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OR

LINE ITEM 1001 (MUCC): FIVE-YEAR PERFORMANCE PERIOD

<u>TANK NUMBER/ TANK TYPE/PRODUCT TO BE STORED</u>	<u>SHELL CAPACITY (BARRELS)</u>	<u>FILL CAPACITY (BARRELS)</u>	<u>USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS) (INCLUDES INITIAL FILL & FINAL SHIPMENT))</u>
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SUBLINE ITEM 1001AA

For the first 27,000 barrels of product received into storage after initial fill, per year or prorate for part thereof for any part year that the use of the storage is limited to a period of less than one year.....NO ADDITIONAL CHARGE (included in TANKAGE charge)

SUBLINE ITEM 1001AB

For the first 27,000 barrels of product shipped for storage after initial fill, per year or prorated for part thereof for any part year that the use of the storage is limited to a period of less than one year.....NO ADDITIONAL CHARGE (included in TANKAGE charge)

SUBLINE ITEM 1002 (EXTP)

Excess throughput: Product received and shipped annually in excess of throughput of 27,000 barrels. Charges are as follows:

\$ _____ per barrels.

2. PART II - BUNKER SERVICE REQUIREMENTS:

a. SHIPS' BUNKERS. The Marine Gas Oil (MGO) requirements listed below are required in Vasco Nunez de Balboa. Unless otherwise stated, the supplies shall be furnished f.o.b. destination as ships' bunkers into various types and sizes of U.S. military and federal civilian vessels for immediate consumption by the vessel. Unit prices are for product delivered inclusive of all delivery charges. Depending on the delivery conveyance's size, quantities ordered and delivered by truck or barge (as contracted) may require use of more than one truck or barge to fulfill the ordered fuel quantity.

b. Marine Gas Oil (MGO) Requirements listed below:

1006	VASCO NUNEZ DE BALBOA	5,629,500 Gallons
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MARINE GAS OIL
PIPELINE (P) DELIVERY
MINIMUM QUANTITY PER ORDER: 1,000 gallons
FOR DELIVERY AT PIERS 1 AND 2

1007	VASCO NUNEZ DE BALBOA	562,950 Gallons
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MARINE GAS OIL
DELIVERY BY BARGE TO VESSELS BERTHED
AT PIERSIDE AND AT ANCHORAGE
MINIMUM QUANTITY PER ORDER: 25,000 gallons

c. JP-5 Requirements listed below:

1008	VASCO NUNEZ DE BALBOA	40,000 Gallons
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JP-5
DELIVERY BY BARGE AT ANCHORAGE
MINIMUM QUANTITY PER ORDER: 8,000 gallons

PART II – BUNKERS

SEE PAGE 10, PARAGRAPH NO. 2 FOR THE BUNKER SERVICE REQUIREMENT.

THESE CLAUSES PERTAIN TO THE BUNKER'S PORTION OF THIS REQUIREMENT

SECTION B – SUPPLIES/SERVICES AND PRICES/COST

B1.04-1 SUPPLIES TO BE FURNISHED (SHIPS' BUNKERS) (DESC OCT 2001)

(a) **SHIPS' BUNKERS.** Unless otherwise stated, the supplies shall be furnished f.o.b. destination as ships' bunkers into various types and sizes of U.S. military and federal civilian vessels for immediate consumption by the vessel. Unit prices are for product delivered inclusive of all delivery charges. Depending on the delivery conveyance's size, quantities ordered and delivered by truck or barge (as contracted) may require utilization of more than one truck or barge or return trips to fulfill the ordered fuel quantity.

(b) **REQUIREMENTS.** This is a requirements contract for the supplies or services specified and effective for the period stated in paragraph (i).

(1) The quantities of supplies or services specified in the Schedule are best estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering provisions herein. Subject to any limitations in the order limitations provisions herein or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ordering provisions. In addition, if a Government facility is located near the bunkering location, the Government shall only order from the Contractor the Government's fuel requirements that are in excess of its in-house capabilities. In such instances, the estimated quantities specified in the Schedule are estimates of requirements in excess of the quantities that the Government may itself furnish within its own capabilities. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule. The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract. However, the total quantity ordered and required to be delivered by the specified method of delivery during the ordering period may be greater than or less than these total estimated quantities.

(3) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(4) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after the end of the stated delivery period.

(5) The Government agrees to order and the Contractor shall, if ordered, deliver during the contract period, at the unit prices hereunder, adjusted in accordance with the ECONOMIC PRICE ADJUSTMENT (EPA) clause of the contract (if applicable), the total actual requirements for the product(s) at the location(s) listed.

(6) Domestic requirements for ships' bunkers shall include all of the U.S. (including commonwealths and the District of Columbia), its territories, and possessions. Overseas requirements are those outside of the above. Domestic and overseas requirements are classified into separate Purchase Programs (PP):

Domestic:

PP 3.7A - Pacific, West Coast, Great Lakes, Northeast, and Middle Atlantic States, to include inland river-ways therein.

PP3.7B - Caribbean, Southeast, Southwest, Gulf Coast, and inland river-ways therein.

PP3.7C - State of Alaska.

Overseas:

PP 1.3A - Europe and Middle East.

PP1.3B - Central/South America, Africa, and Far East/Pacific.

(c) **LINE ITEM SUPPLY SCHEDULE.**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT/PRODUCT CODE</u>	<u>SPEC CLAUSE</u>
DOMESTIC		
9140-01-313-7776	COMMERCIAL MARINE GAS OIL (MGO)/75	C16.23-2/52.246-9FAQ
9140-01-447-1031	BUNKER FUEL NAVAL DISTILLATE (B76)/30	C16.23-4/52.26-9FBK
9140-01-456-9443	DIESEL FUEL GRADE 2 (DF2)/34	C16.26-11/52.246-9FAW
9140-01-447-1092	FUEL OIL, BURNER GRADE #6 (FS6)/55	C16.38/52.246-9FCA
9140-01-447-1065	FUEL OIL BURNER GRADE #4 (FS4)/52	C16.38/52.246-9FCA
9140-01-271-5280	INTERMEDIATE FUEL OIL 180/98	C36/52.246-9FFE
9140-01-235-2882	INTERMEDIATE FUEL OIL 380/96	C36/52.246-9FFE

OVERSEAS

9140-01-417-6843	COMMERCIAL MARINE GAS OIL (MGO)/61	C16.23-2/52.246-9FAQ
9140-01-417-9723	FUEL OIL, BURNER GRADE #6 (FS6)/64	C16.38/52.246-9FCA
9140-01-417-6645	INTERMEDIATE FUEL OIL 180/62	C36/52.246-9FFE
9140-01-417-6632	INTERMEDIATE FUEL OIL 380/63	C36/52.246-9FFE

NOTE: Delivery of a single order may require multiple vehicles or trips.

The acronym **TK** means tanker, **B** means barge, **TT** or **RTW** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline (ex-pipe/ex-wharf), and **MSS** means Marine Service Station.

<u>ITEM</u>	<u>SUPPLY, BUNKER LOCATION, AND METHOD OF DELIVERY</u>	<u>(LENGTH OF PERIOD) ESTIMATED QUANTITY (UNIT OF MEASURE)</u>	<u>UNIT PRICE PER (UNIT OF MEASURE)</u>
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(d) **DELIVERY MODE SPECIFICS.** See also the BUNKERING PROVISIONS clause (F1.01-2). Pumping rater for all delivery conveyance shall be as stated in the BUNKERING PROVISIONS clause unless stated differently in the above Schedule.

(1) **PIPELINES.** For all line items above that require pipeline (ex-pipe at pier or wharf) as the method of delivery, the exact location of the Contractor's pipeline shall be listed below. **NOTE: Access to the pipeline pier must be able to provide for vessels at least 47 meters in height. (USN CG's – Tico class are 47 meters height above the water line). Specific obstacles such as bridges, jetties, locks, etc., must be advised below to include low and high tide and time.**

<u>ITEM</u>	<u>SPECIFIC PIPELINE DELIVERY LOCATION</u>	<u>MAXIMUM DRAFT & MEAN LOW TIDE/TIME</u>	<u>OBSTACLES?</u>
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(2) **TRUCKS.** For all items above that require tank wagon, transport truck, and/or truck and trailer as the method of delivery, offerors must specify the capacity and pumping rate of the truck(s).

<u>ITEM</u>	<u>TRUCK CAPACITY</u>	<u>TRUCK PUMPING RATE</u>
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(3) **BARGE.** Barge deliveries shall be required at pier-side and/or anchorage (inner and outer harbor). Pumping rates per delivery conveyance shall be as stated in the BUNKERING PROVISIONS clause unless stated differently in the above Schedule.

(e) **TAXES.** Unless the contract provides otherwise, the contract price must include all applicable taxes and, for overseas items, duties. The offeror shall list below the specific name and amount of the taxes included in the price. If, when permitted by the contract, taxes are not included in the offered price, but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes below. These taxes shall apply when the U.S. Government does not have an exemption. See the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause and/or the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause.

		(X THE APPLICABLE COLUMN)	
	APPLICABLE TAX NAME	INCLUDED IN	TO BE INVOICED
<u>ITEM</u>	<u>AND AMOUNT PER UNIT</u>	<u>UNIT PRICE</u>	<u>SEPARATELY</u>

NOTE: For domestic distillate items, the current Federal Excise Tax shall apply only if fuel delivered is undyed per mandated requirements. Please advise, per item, if offered product will have a low or high sulfur content and/or if dyed or undyed, if not part of the current Schedule. Subject tax will not be included in the offered unit price. Special note for overseas distillate items: if fuel is dyed per in-country mandated requirements, please so advise with specifics on the dye and its effect on fuel specifications.

(f) **LOCATION OF FACILITY(IES).**

(1) Each Fuel Terminal, Transportation Type and Source, and Location of the Testing Facility are required for possible assignment, at origin, of Government Quality Assurance (inspection) Actions. Primary and alternates are requested. Government Quality Assurance inspections at origin, if applicable, shall be assigned in (3) below. The following columns shall be completed by the offeror: The facilities identified below by the offeror shall be used for the life of the contract.

		(For barge and truck deliveries)	
	TERMINAL NAME(S) AND	TRANSPORTATION SOURCE(S)	TESTING FACILITY(IES)
<u>ITEM(S)</u>	<u>FULL PHYSICAL ADDRESS(ES)</u>	<u>NAME(S) & FULL PHYSICAL ADDRESS(ES)</u>	<u>NAME(S) & FULL PHYSICAL ADDRESS(ES)</u>

(2) Quality Representative (QR) includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR). The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services. The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(3) The following may be completed by the Government at time of award. Government Source Inspection is required for items listed below:

(g) **DELIVERY ORDERS.**

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities defined as an Ordering Officer. Any U.S. military and Federal civilian agency vessel may utilize this contract. An Ordering Officer means whichever of the following (or their designated representatives) is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, U.S. Army Petroleum Center; (3) the Commanding Officer, U.S. Navy Petroleum Office; (4) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (5) the Commanding Officer or the Master of the vessel to be bunkered; (6) any Government Contractor furnishing evidence of authority to order under this contract; (7) the head of any Federal Government agency; (8) the Contracting Officer; (9) the Navy Fleet Commanders; (10) the Defense Attaché Officer; (11) the authorized ship manager (Contractor) for the Maritime Administration and/or National Aeronautic and Space Administration (NASA) who is ordering ships' bunkers on behalf of Maritime Administration and/or NASA vessels; (12) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting Government vessel; (13) Military Sealift Command Fuel Ordering Officers. All delivery orders are subject to the terms and conditions of this contract. In the event there is a conflict between a delivery order and this contract, the contract shall control.

(2) **ORAL ORDERS.** Bunker fuel orders may be issued orally or in writing. An oral delivery order may be considered issued by the Ordering Officer when it is verbally assigned a purchase order and/or delivery order number and the delivery specifics have been verbally communicated to the Contractor. A verbal delivery order number may also be the Date Time Group (DTG) number from the vessel's Logistics Requirements (LOGREQ) Report issued to a Government shore activity or contracted husbanding agent. Contractors are encouraged to request evidence to substantiate a verbal delivery order. For military and U.S. Coast Guard vessels, a contracted husbanding agent or Government shore activity may serve as liaison for the requesting vessel to be bunkered. The Government shore activity or contracted husbanding agent will pass the above-described oral order issued by the vessel, along with evidence of this order, to the Contractor in a timely manner and will coordinate the delivery of the fuel. The husbanding agent, not having authority to bind the Government, must clearly advise the Contractor of its role in this arrangement and show valid evidence (DTG from LOGREQ copy of e-mail or LOGREQ from vessel to husbanding agent, etc.) of the order requirement initiated by the U.S. Government vessel.

(3) **WRITTEN DELIVERY ORDERS.** For all orders, the appropriate ordering office/officer will provide a signed, written order--

- (i) A Department of Defense (DD) Form 1155 for DoD agencies;
- (ii) An Optional Form (OF) 347 for all Federal/Civilian Agencies;
- (iii) A Commerce Department (CD) Form 404 for the National Oceanic and Atmospheric Administration; or

(iv) An SF 1449 for all of the above--

to the Contractor or its designee in place of or after issuing the above-described oral order. The written delivery order will be provided to the Contractor, or its designee, prior to or at completion of delivery; however, Contractors are highly encouraged to request the written delivery order prior to completion of the delivery if not already received. The order form must, at a minimum, include the contract number, Contractor's name and address, contract line item number, payment office, signature of the Ordering Officer, ships' ordering and payment information, and quantity of fuel ordered. In the event a written delivery order is not provided after delivery, the Contractor shall promptly contact the DESC Contracting Officer for assistance. The ordering office's failure to issue written confirmation, or the Contractor's failure to receive written confirmation, does not relieve the Contractor from its obligation to perform in accordance with the oral order.

(4) Credit cards of any type shall not be used to create a delivery order under this contract.

(h) **DELIVERY ORDER LIMITATIONS.**

(1) **MINIMUM ORDER.** When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified in the Schedule, the Government shall not be obligated to purchase, nor the Contractor obligated to furnish, any supplies or services under this contract.

(2) **MAXIMUM ORDER.** The Contractor shall not be obligated to honor any order for a single item, or any series of orders from the same ordering office in the course of 30 days, that exceeds the limitations listed below:

- (i) For items calling for delivery as ships' bunkers by barge or pipeline--

TOTAL ESTIMATED QUANTITY OF ITEM

LIMITATION

Less than 500,000 USG/1,700 MT

The total estimated quantity

500,000 to 2,500,000 USG/1,700 to 8,700 MT

500,000 USG/1,700 MT or 50% of the total estimated quantity, whichever is greater

More than 2,500,000 USG/8,700 MT

1,250,000 USG/4,350 MT or 25% of the total estimated quantity, whichever is greater

(ii) For items calling for delivery by truck--

<u>TOTAL ESTIMATED QUANTITY OF ITEM</u>	<u>LIMITATION</u>
Less than 100,000 USG/350 MT	The total estimated quantity
100,000 to 500,000 USG/350 - 1,700 MT	100,000 USG/350 MT or 50% of the total estimated quantity, whichever is greater
More than 500,000 USG/1,700 MT	250,000 USG/870 MT or 25% of the total estimated quantity, whichever is greater

(i) **DELIVERY AND ORDERING PERIODS.** The period during which the Government may order and the Contractor shall deliver, if ordered, will be as specified below unless the Schedule specifies otherwise.

(1) **ORDERS:** The **ordering period** begins: contract start date and ends: contract completion date.

(2) **DELIVERIES:** The **delivery period** begins: contract start date and ends: contract completion date.

(3) **EXTENSION PROVISIONS.** The Government reserves the right to unilaterally extend this contract on the same terms and conditions on a month-to-month basis one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor no later than 10 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the Government fails to issue the notice within the 10-day time frame. Extension of this contract shall be considered to have been accomplished at the time the Government provides written notification to the Contractor via mail deposit or facsimile.

(4) **FOR ALL ITEMS.** Notwithstanding the foregoing paragraphs, if the Government requests and the Contractor agrees to honor an order outside the delivery limitations set forth above and/or the minimum advance delivery order notice, the order will be bound to the terms, conditions, and price(s) established in the contract. The Contractor shall honor any written or oral order(s) outside the delivery order limitations set forth above or agreed to by the parties within the contract, unless the Contractor rejects the order(s) by notifying the issuing office immediately upon its receipt, as prescribed below, but no later than 24 hours from the time of its issuance. If the order is issued on a weekend and/or holiday and it falls outside the delivery order limitations, the Contractor has until noon of the next business day to reject the order.

Contractor Notification: The Contractor's rejection notice must be given first verbally, by calling the ordering office, followed by a written notification, which should preferably be sent via facsimile. The Contractor's written notice of rejection must clearly state (1) the intent not to deliver the ordered item(s) and (2) the reasons for rejection, and must be accompanied with the written order, if there is one. Upon receipt of the Contractor's verbal notice of rejection, the Government may secure the supplies from another source. The Government is not required to order a part of any one requirement from the Contractor when such requirement falls outside the advance delivery order notice and/or delivery order limitations set forth in this clause or agreed to by the parties within the contract.

(5) **FOR ALL ORDERS.** The Government must place orders during the Contractor's normal business operating hours for receipt of orders for a delivery to occur on a weekend and/or holiday. If an order for a delivery that is urgently required on a weekend and/or holiday cannot be placed during the Contractor's normal operating hours for receipt of orders, the Government shall first verbally contact the Contractor for offer of said order. If the Contractor verbally elects to not accept said order, the Government shall document as such and pursue Local Purchase Authority (LPA) meeting the Competition in Contracting Act (CICA). CICA shall apply for any time LPA is utilized.

(j) **ORDERING POINT(S) OF CONTACT.** Due to vessel missions, it is imperative that Contractor's be reachable at all times for order placement and timely deliveries. To ensure prompt delivery of the supplies to be furnished for ships' bunker requirements, the Contractor shall provide a primary and/or alternate point of contact for receipt of orders 24 hours a day, 7 days a week, for each item listed below. Complete telephone and facsimile numbers including country and/or area codes are requested. Alternative numbers, such as beepers, pagers, cell phones, etc., are also requested. The Contractor may, at its option, assign a Contractor designee at each delivery location as the point of contact, provided the designee agrees to act as the Contractor's representative for this purpose. The following table shall be used for order placement for ships' bunkers:

<u>Item Number</u>	<u>Contact Person and Location</u>	<u>Complete Telephone Number</u>	<u>Complete Facsimile Number</u>	<u>E-Mail Address</u>	<u>Normal Operating Hours and Days for Orders Deliveries</u>
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(k) **OVERTIME.** If delivery cannot be made during normal working hours, the Contractor shall continue with or initiate deliveries during other than normal working hours as requested by the vessel's officer with Ordering Officer authority or, in such instances, as authorized in writing by the Contracting Officer. The Government agrees to reimburse the Contractor for overtime payment costs. The Contractor shall provide applicable overtime documents, showing date and time overtime commenced and concluded, to the Receiving Officer who shall certify that said charges have been incurred. In the event that overtime may apply for deliveries outside of the operating hours and days cited in paragraph (j) above, the Contractor must advise of such time factors and the overtime rate per hour that shall apply per item. **NOTE:** U.S. Navy and some port regulations may prohibit deliveries from occurring at nighttime. Further, some vessels carrying ammunition or other cargoes considered hazardous may not be allowed to enter certain ports (pier-side) during specific hours or not at all, requiring deliveries at non-peak times and/or at anchorage, respectively.

<u>Item Number</u>	<u>Hours & Days Outside of Normal Delivery</u>	<u>Rate per hour</u>
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Notwithstanding the above, the Government will not pay more than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

(l) **RECEIPTS.**

(1) Upon completion of the fuel delivery, the Contractor, or the Contractor's designee, shall prepare a commercial receipt. A commercial receipt is defined as a commercial bunker receipt, a commercial bill of lading, and/or delivery ticket for the exact type of fuel under contract. The Contractor shall then, and in the presence of the Government representative at the time of the delivery, clearly annotate on the commercial receipt, in English--

- (i) The exact type of fuel delivered, which must match the contract item;
- (ii) The date and time of the delivery commencement and completion;
- (iii) The Government vessel's name;
- (iv) The delivered fuel temperature; and
- (v) The net delivery quantity.

(2) **FOR DOMESTIC DISTILLATE CONTRACTS ONLY.** If the fuel was dyed in accordance with U.S. Government environmental and revenue requirements, this must also be cited on the commercial receipt.

(3) The receiving vessel's representative shall certify the commercial receipt, acknowledging receipt and acceptance of the fuel type, net quantity, date of fuel receipt, and sign for fuel acceptance. A legible copy of the commercial receipt will be provided to the receiving vessel. It is imperative that the receipt be annotated for the same type of fuel under contract.

(4) Alternatively, the receiving vessel's representative may utilize the ordering document to certify receipt and acceptance of the fuel type and quantity when a commercial receipt is not available; provided there will be no recurring deliveries against that order. **Certification of acceptance is accomplished when the vessel's representative (i) encircles the ordered quantity, (ii) annotates the received net quantity beneath the encircled quantity, and then (iii) dates and (iv) signs the receipt portion of the ordering document. WITHOUT ALL FOUR OF THE AFOREMENTIONED PROVISIONS, THE ORDER DOCUMENT CANNOT BE USED FOR RECEIPT CERTIFICATION.** If available, the ships' stamp shall be annotated on the order form.

(5) Whichever documentation is used, the Contractor or its representative shall ensure the vessel's representative annotates the actual net quantity received utilizing the contracted unit of issue, i.e., U.S. gallons for domestic locations and metric tons for overseas locations. The vessel's representative shall return the certified receipt documentation to the Contractor or the Contractor's designee, prior to departure. The vessel's representative shall retain a copy for the vessel's records.

(6) **WHEN USING THE DESC MAGNETIC STRIP FUEL CARD.** In addition to the information cited above, the vessel's magnetic strip card number shall be annotated on the receipt and/or order form.

(m) **ADDITIONAL INFORMATION.**

- (1) Does your company have world wide web/internet access? [] Yes [] No

NOTE: For those companies with internet access, DESC will not issue paper copies of price change modifications for any resultant contract as these same price changes are available on the DESC Home Page at <http://www.desc.dla.mil/main/doinbusi.htm>.

(2) Does your company have a web site? [] Yes [] No

If yes, what is the web address? _____

(3) Does your company have e-mail capability? [] Yes [] No.

If yes, what is your e-mail address? _____

(4) May initial fuel orders be transmitted to this e-mail address? [] Yes [] No

Note: Order placement in this manner shall require immediate confirmation of receipt by the Contractor to the ordering activity.

(5) What is your company's Dun and Bradstreet number? _____

(n) **NOTES FOR THE (RFP/CONTRACT).**

(DESC 52.207-9F30)

NOTE: Offerors are encouraged to track the proposed base reference price against their fuel costs for a set time to determine if the Government's proposed base reference price coincides with the offeror's cost of product. Base reference prices are used only for price adjustment purposes and are not to be an indicator of the offeror's fuel cost at a specific time period.

B19.19-1 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE INDICATORS (SHIPS' BUNKERS) (DESC AUG 2000)

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;
and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Award price** means the original contract price including incremental pricing grids.

(2) **Reference price** means a market price indicator determined by an independent trade association, governmental body, or other third party and reported or made available in a consistent manner in a publication, electronic data base, or other readily accessible form. This price may be either a single reference price or a combination of reference prices for price adjustment for individual items by product, market area, and publication as specified in the Table in (f) below. The reference price is derived from quotes, assessments, or sales prices in the market place for one or several items or commodity groups as reported in a consistent manner in a publication, electronic data base, or other readily accessible form.

(i) **Base reference price** means the market price indicator shown in the Table in (f) below and is the reference price from which economic price adjustments are calculated pursuant to this clause. This price will be expressed as **Base Ref. Price** in any price adjustment notification issued through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**. The **base reference date** annotated in the Table shall remain unchanged throughout the life of the contract.

(ii) **Adjusting reference price** means the market price indicator in effect in the calendar week of the date of delivery, used to determine the change in reference price. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **adjusting reference price** means the preselected market price indicator for an item as published on the date nearest in time on or prior to the effective calendar date as expressed in (4) below. It is annotated as **New Ref. Price** in any PA modification issued.

(3) **Current unit price** means the most current price including alpha designated incremental pricing grids in effect for the week that the price adjustment provisions discussed in paragraph (c) below begin. This price, expressed as **Latest Unit Price** in any DESC price adjustment notification issued through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC** shall be the unit price charged to the Government for supplies delivered under the contract.

(4) **Date of delivery** means the date and time product is received by the requesting activity/vessel. This constitutes signature of receipt by the Government representative for the entire delivery. A single delivery that began on one date and ended on another date shall be considered as received on the date of completion as annotated by the Government on the bunker delivery document. Excusable delays in delivery shall be handled on a case-by-case basis by the Contracting Officer.

(5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.

(c) **ADJUSTMENTS.** Subject to the provisions of this clause, the prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure as the award price. All resultant price adjustments shall be issued via notification through contract modification and/or postings to the DESC web page under the heading **Doing Business with DESC**. This will be executed by the Contracting Officer through weekly price adjustment notifications in accordance with the following:

(1) **DAY OF PUBLICATION.** Except for items employing the publications listed in (i), (ii), and (iii) below, the reference price in effect on the date of delivery shall be that item's preselected reference price published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

NOTE 1: Oil Price Information Services' (OPIS) Petroskan data is dated on a Thursday but is incorporated into the Monday "hard copy" publication. The Monday date of the OPIS average city prices shall preside.

NOTE 2: DESC downloads the electronic versions of the price publications (i.e., Platts, OPIS). Occasionally, a slight discrepancy may be noted between the prices posted on the electronic version and the printed (hard copy) version. In such an event, the prices posted in the electronic version shall prevail.

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire and Bunker Fuels Report, the reference price in effect on the date of delivery shall be that item's preselected reference price effective (and normally published) on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price as last previously published.

(ii) **PLATT'S OILGRAM PRICE REPORT.** For items employing Platt's Oilgram Price Report, Spot Price Assessment, the reference price in effect on the date of delivery shall be that item's preselected reference price officially published on the Tuesday, normally effective on the prior Monday, of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price as last previously published. For items employing Platt's Oilgram Price Report, 5 Day Rolling Average, the reference price in effect on the date of delivery shall be that item's preselected reference price published for 5 days ending Friday prior to the calendar week in which the delivery is made.

(iii) When a combination of two different publications is utilized, the **Monday** date of the calendar week shall control if differing published dates are used.

(2) **CALCULATIONS.**

(i) If averages are published within a given publication, then these averages will be used.

(ii) For prices in U.S. gallons, if averages are not available within a given publication, manually calculated averages, carried to six decimal places, truncated, will be used. For prices in metric tons, if averages are not available within a given publication, manually calculated averages, carried to two decimal places, truncated, will be used. For domestic contract line items, conversions from metric tons to gallons shall be utilized through the CONVERSION FACTORS clause for the applicable publication reference product. Barrels shall be converted using the CONVERSION FACTORS clause for barrels to gallons. The above shall apply unless cited differently in the Table in (f) below.

(iii) For domestic contract line items, the final calculated reference price, as well as any intermediary arithmetical calculations, will consist of a number including six decimal places, truncated. For overseas contract line items, the final calculated reference price, as well as any intermediary arithmetical calculations, will consist of a number including two decimal places, truncated.

(iv) For domestic contract line items, the final adjusted unit price will always consist of a number including six decimal places, truncated. For overseas contract line items, the final adjusted unit price will always consist of a number including two decimal places, truncated.

(v) In the event a known applicable tax change occurs, the Government will automatically adjust via contract modification said increase or decrease to the Contractor's escalated contract price, effective on the date said increase or decrease occurred.

(3) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(4) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENTS.** The Contractor agrees that the total increase in any contract unit price shall not exceed **60** percent of the award price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter:

(i) If, at any time, the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(5) **REVISION OF REFERENCE PRICE** . In the event--

or

(i) Any applicable reference price (market price indicator) is discontinued or its method of derivation is altered substantially;

(ii) The Contracting Officer determines that the reference price consistently and substantially fails to reflect market conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on or just prior to the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of the contract.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **TABLE.** The following publication(s)/date(s) apply:

NOTICE: Platt's U.S. Gulf and the Platt's Caribbean 5 day averages are Monday-Friday averages. References using 5 day averages should state that they include the 5 days ending Friday and become effective on the following Monday. In the event there is no price published on Friday the immediately preceding 5 day period shall be used. If there is any discrepancy in an electronic version of a publication and the hard copy, the electronic version shall prevail.

Purchase Program 1.3B, OVERSEAS BUNKERS:

AMERICAS (INCLUDING CARIBBEAN)

ITEM No.	CITY	COUNTRY	RECOMMENDED EPA REFERENCE	BASE REFERENCE DATE	BASE REFERENCE PRICE \$/GAL
1006	VNB*	PANAMA	Platt's Bunkerwire, Cristobal, Diesel Avg.	June 10,2002	231.50
1007	VNB*	PANAMA	Platt's Bunkerwire, Cristobal, Diesel Avg.	June 10, 2002	231.50
1008	VNB*	PANAMA	Platt's Bunkerwire, Cristobal, Diesel Avg.	June 10, 2002	231.50

NOTE: VNB* = Vasco Nunez de Balboa

(DESC 52.216-9FS1)

NOTE TO BUYER: - select one of the following choices:

(1) Insert the following table when the solicitation does not contain numerous items:

Item no.	Base reference publication	Base reference heading	Base reference date	Base reference price
				Contracting Officer to provide at time of award

or

(2) (at Contracting Officer's discretion) Insert for Ships' Bunker programs when the solicitation is for a major program buy:

See the EPA clause "Continuation Pages" for (1) a list of applicable publications and effective reference price dates, and (2) market areas and reference publications designated by product, location, and publication reference.